

Mahaska Co. Mahaska Co. Empl. Assn. SEIU #199

7/1/2005 6/30/2007

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

MAHASKA COUNTY, IOWA

AND THE

**SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU LOCAL #199**

JULY 1, 2005 – JUNE 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July 2004, by and between MAHASKA COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL # 199, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 EMPLOYER RIGHTS

Public Employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 2 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms of employment permitted by the Act for all employees of the Mahaska County Secondary Road Department, including all regular full-time and regular part-time Truck Drivers, Machine Operators, Gradall Operators, Sprayers, Blade Operators, Maintenance Operators, Equipment Operators, Mechanics, Technicians, and Instrument Men as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3149 dated December 4, 1986, which excludes the Engineer, Assistant Engineer, Assistant to the Engineer, Maintenance Supervisor, Field Assistant, Office Clerical, Secretaries, Supervisors, confidential employees, and all other employees excluded by Section 4 of the Act.

For purposes of this Agreement, "regular full-time" shall mean those employees regularly scheduled to work a minimum of forty (40) hours per week. "Regular part-time" shall mean those employees who work twelve (12) months per year but less than forty (40) hours per week. Temporary employees shall mean those employees who work less than five (5) months in any one year period.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6
HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

The normal working hours will be from 7:00 AM to 12:00 Noon and from 12:30 PM to 3:30 PM Monday through Friday. The established working hours provide for a one-half (1/2) hour lunch period between 12:00 Noon and 12:30 PM. In the rare cases when this

is not possible, it is expected the employee will arrange to eat lunch as near as possible to this time period.

However, the Employer may, at its discretion, establish four (4) consecutive ten (10) hour days as the normal work week for specified employees. Specific starting and quitting times shall be announced at least ten (10) calendar days prior to any change in established hours and/or times. Normally, a 4/10 schedule will consist of starting an hour earlier than the regular scheduled time and ending an hour later than the regular scheduled time. The employer shall consider the needs of the employee in making such alternate schedules. It is understood that during such alternate schedules, overtime will be paid for hours worked over ten (10) in a day, or over forty (40) in a week.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek. Work hours will be reported and paid based on time rounded off to the nearest half hour of time.

Overtime must have prior approval of the Employees immediate supervisor, or the Engineer, or a Board member.

All hours worked outside the employee's normal work shift as described above shall be compensated at one and one half (1 1/2) times the employee's regular hourly rate.

Compensated leave time, with the exception of Sick Leave, shall count as time worked for the purpose of computing overtime.

Compensatory Time. Compensatory time (C time) may be offered as an alternative to cash compensation for overtime work. Each employee may request C time in lieu of cash payment at the time their time sheet is submitted. Once the request is made it may not be changed by the employee. Employees may use C time only in increments of four (4) hours and with the prior approval of their supervisor. Anytime an individual employee's C time balance exceeds sixteen (16) hours the employer may direct the employee to request sufficient time off to reduce the balance to sixteen (16) hours within a reasonable period of time, normally within thirty (30) to forty five (45) days. The employee shall be paid for any unused balance of C time upon termination of employment.

Call Back Time. The County will endeavor to limit working time to the planned hours; however, because of the nature of our work and responsibilities to the public, all secondary road employees should be prepared for call on weekends and/or holidays during inclement weather periods or emergencies. To this end, or should it be necessary to change hours or cancel work, each employee is requested to provide his telephone number or that of a neighbor who could be contacted in case of necessity. The employee shall be paid a minimum of two (2) hours pay or actual hours worked, whichever is greater. In event of work cancellation and the employee cannot be notified prior to his/her leaving home for work, he/she will be given a minimum of two (2) hours work time, upon arrival at work.

ARTICLE 7 LENGTH OF SERVICE

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of six (6) consecutive months. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

The Union Segment President shall be furnished with a seniority list of all employees covered by this Agreement within thirty (30) days after the signing of this Agreement. An updated seniority list will be provided to the Segment President in July of each year.

When the working force is to be reduced, temporary employees shall be first laid off. The Employer will then select the job classifications to be reduced. For purposes of layoff, the least senior employee in combined job classifications II and III shall be first laid off when qualifications and ability are relatively equal. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Temporary and probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated.

An employee shall lose their length of service and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on sick leave or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

- (f) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (g) Employee retires.
- (h) An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her length of service, whichever is shorter.

Job Vacancies: No permanent vacancy in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of three (3) working days and present employees have had the opportunity to apply for such positions and to have their application considered before qualified applicants outside the unit shall be considered. When more than one person within the unit applies for a vacancy, the reason for the choice will be given to all applicants upon request in writing to the Engineer.

ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner. Time period will be working days.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisor within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within five (5) working days after this Step 1 meeting, the Employer will answer the grievance(s) in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the County Engineer within five (5) days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, the County Engineer or his designated representative shall answer the grievance in writing within five (5) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the County Engineer's answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing from the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 9 SICK LEAVE

Paid sick leave shall accumulate at the rate of one (1) day per month worked, to a limit of ninety-two (92) days, of which eighty (80) days will be the allowed maximum days of accumulation and twelve (12) days or any part of the twelve (12) days earned over and above the eighty (80) days will be paid to the employee. Payment will be computed; one-half (1/2) hourly rate times eight (8) hours times the number of days of sick leave earned over eighty (80) days, up to a maximum of twelve (12) days.

No payment for sick leave over eighty (80) days will be due employees not completing the full year, unless the employee does not complete the full year due to retirement.

Example: Employee has accumulated ninety-two (92) days. Hourly rate divided by two (2) times eight (8) hours/day times twelve (12) equals sick leave time returned to employee in cash.

$$\frac{\text{Hourly rate} \times 8 \text{ hrs/day} \times 12 \text{ days}}{2} = \text{total amount paid to employee}$$

Employees may elect to receive up to two (2) of the unused sick leave days referred to in the examples above in the form of days off with pay. For example, if an employee is eligible to be paid for six (6) days, he/she may choose to be paid for four (4) days and reserve two (2) days to be taken off with pay during the calendar year. This selection must be made by January 10 of each year. Once the choice is made, it is irrevocable. These days will be treated the same as vacation days for the purposes of scheduling. These days must be taken within the calendar year and cannot be carried forward.

An employee will not be entitled to sick leave pay for the first day of absence from work with the following exceptions:

1. the employee is absent for three (3) continuous working days;
2. the employee is hospitalized; or
3. the absence is due to a work-related injury, covered by workers compensation.
4. An exception to these conditions shall be made for the first three (3) annual occurrences of sick leave which do not meet exceptions 1, 2, or 3 above. In effect, employees will receive pay for the first day of sick leave on three (3) separate occasions each year.
5. Up to eight (8) hours of paid sick leave may be used in hourly increments for
Doctor's/Dental appointments and the onset of an illness.

A doctor's certificate, stating that the employee is fit to resume his/her normal duties, shall be submitted to the Foreman at the time employee desires to return to work, if requested by the Employer.

After being hospitalized, if a further checkup by a doctor is required, an employee will be granted one-half (1/2) day sick leave for that purpose.

Accumulation of sick leave shall terminate when an employee's sick leave benefits have been exhausted and shall begin to accumulate again at the end of the first full month after his/her return to work.

Probationary Employees. Employees are not eligible for sick leave benefits for the first six (6) months of employment. Sick leave benefits can be earned during the probationary period.

Part-Time Employees. Part-time employees are not eligible for sick leave benefits.

Sick leave pay may not be used for injury leave pay. Employees with accumulated, unused sick leave at the time this Agreement becomes effective shall retain that accumulated sick leave.

ARTICLE 10 FUNERAL LEAVE

Regular full-time employees, upon completion of the probationary period, shall be eligible for a paid leave of absence of up to five (5) days for the terminal illness or death of the employee's spouse, child or parent. These employees shall be eligible for a paid leave of absence of up to three (3) days for the terminal illness or death of the employee's grandparent, grandchildren, sister, brother, and spouse's similar relation.

If more than one hundred fifty (150) miles of travel one way is required, the employee will be granted one additional day of funeral leave.

Only days absent which would have been compensable workdays will be paid for at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Payment will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

An employee serving as a member of a military honor guard at a funeral shall be allowed paid time off at the regular rate of pay for the day of the funeral.

ARTICLE 11 INJURY LEAVE

Regular full-time employees who are injured on the job and are eligible for Workers Compensation benefits will be paid the difference between the employee's regular full day's pay and the amount received from Workers Compensation for a maximum of thirty (30) days per incident.

In case of injury due to work or incurred while at work, all such injuries must be reported to the Employee's immediate supervisor and the office of the County Auditor.

ARTICLE 12 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

After one (1) years of continuous service, five (5) working days

After two (2) years of continuous service, ten (10) working days

After six (6) years of continuous service, eleven (11) working days

After seven (7) years of continuous service, twelve (12) working days

After eight (8) years of continuous service, thirteen (13) working days

After nine (9) years of continuous service, fourteen (14) working days

After ten (10) years of continuous service, fifteen (15) working days

After eleven (11) years of continuous service, sixteen (16) working days

After eighteen (18) years of continuous service, eighteen (18) working days

After twenty (20) years of continuous service, twenty (20) working days

Paid vacation shall be taken during the 12 month period following the employee's anniversary date. A maximum of five (5) working days may be carried over into the following year.

The scheduling of vacation leave is dependent upon the judgment and discretion of the immediate supervisor or Engineer. The immediate supervisor or the County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time may be taken in increments of one-half (1/2) day if requested by the employee.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

An employee shall submit a request for vacation prior to the requested time off. The request shall be presented to the employee's immediate supervisor.

Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular full-time employee will be paid pro rata vacation pay based upon straight time hours worked.

Employees with accumulated, unused vacation at the time this Agreement becomes effective shall retain that accumulated vacation.

ARTICLE 13 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and two (2) personal days. Beginning July 1, 2006 each employee will recognize their Birthday as a paid Holiday. This day may be recognized on or after the actual date of the Birthday during each Contract year (July 1 - June 30).

The Birthday Holiday may be taken only as a full eight (8) hour day off. Employees will not, under any circumstances, be eligible to receive any premium compensation for working on their Birthday, however, they will not lose the day and will be able to re-schedule the day off at a later date.

Regular full-time employees shall be paid for each of the holidays set forth in this Article. An employee on layoff or leave of absence is not eligible for holiday pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's hourly rate for the hours actually worked on a holiday plus holiday pay.

Except in cases of excused absence, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

The two (2) personal days referred to in this Article may be used in hourly increments with notice to the employee's immediate supervisor.

ARTICLE 14 FAMILY AND MEDICAL LEAVE

Employees will be eligible for Family and Medical Leave according to the provisions of the County policy. It is understood that any areas that are mandatory topics of bargaining will need to be negotiated prior to implementation or revision of the policy. Employees may use their available sick leave for a qualifying FMLA leave event with the prior approval of the Mahaska County Board of Supervisors.

ARTICLE 15 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health and Major Medical, Dental and Vision Care group insurance program of the Employer's choice. If an employee elects to cover his/her eligible dependents, the Employer will pay 85% of the dependent premium (family minus single premium) coverage premium for the group Health and Dental program. If an employee elects to cover his/her eligible dependents under the group vision care program, he/she may do so by paying the full cost of the dependent premium.

In addition, the Employer will pay the premium for a Life insurance policy for each eligible regular full-time employee.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 16
JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made hereto Exhibits A and B, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibits A and B becomes a part of this Agreement.

ARTICLE 17
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 18
DURATION OF AGREEMENT

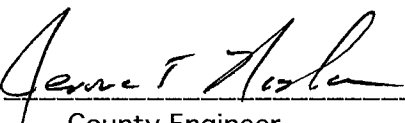
THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration on June 30, 2007.

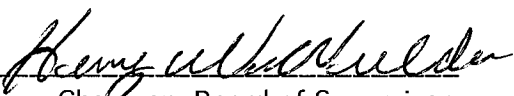
During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 7 day of March, 2005.

EMPLOYER

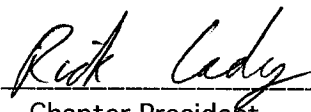
SECONDARY ROAD DEPARTMENT,
MAHASKA COUNTY, IOWA

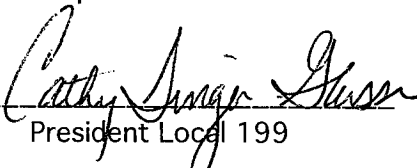
By 
County Engineer

By 
Chairman, Board of Supervisors

UNION

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL UNION NO. 199

By 
Chapter President

By 
President Local 199


By 
Union Representative

EXHIBIT A

JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES THESE RATES INCLUDE A 2.7% INCREASE

<u>Job Classification</u>	<u>Effective July 1, 2005</u>
I Truck Drivers & Laborers	\$15.99
II Maintenance & Equipment Operators	\$16.27
III Mechanic - Level 1	\$17.32
IV Mechanic - Level 2	\$17.84
V Sign Man	\$16.47
V Forman	\$18.01
VII Technician I	\$14.85
Technician II	\$16.32
Technician III	\$16.95
Technician IV	\$17.39
VIII Motor Grader Operator (Area Responsibility)	\$16.47
XIV Finish Dozer Operator (Final Grade Responsibility)	\$16.47

Newly hired employees will be started at a minimum of 80% of the rate earned by regular employees performing the same type of work. If an employee's work is satisfactory, he/she shall be at a minimum of 90% beginning the first pay period following six (6) months of employment and at 100% beginning the first pay period following one (1) year of employment.

Temporary Upgrade

Each employee who is assigned to operate a motor grader for a period of four (4) hours or more, on the same shift, will be paid for the full eight (8) hour shift at the Motor Grader Operator rate of pay. This special upgrade compensation shall not apply to an individual assigned to these duties for training purposes.

EXHIBIT B

JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES THESE RATES INCLUDE A 2.7% INCREASE

<u>Job Classification</u>	<u>Effective July 1, 2006</u>
I Truck Drivers & Laborers	\$16.42
II Maintenance & Equipment Operators	\$16.71
III Mechanic - Level 1	\$17.79
IV Mechanic - Level 2	\$18.32
V Sign Man	\$16.91
V Forman	\$18.50
VII Technician I	\$15.25
Technician II	\$16.76
Technician III	\$17.41
Technician IV	\$17.86
VIII Motor Grader Operator (Area Responsibility)	\$16.91
XIV Finish Dozer Operator (Final Grade Responsibility)	\$16.91

Newly hired employees will be started at a minimum of 80% of the rate earned by regular employees performing the same type of work. If an employee's work is satisfactory, he/she shall be at a minimum of 90% beginning the first pay period following six (6) months of employment and at 100% beginning the first pay period following one (1) year of employment.

Temporary Upgrade

Each employee who is assigned to operate a motor grader for a period of four (4) hours or more, on the same shift, will be paid for the full eight (8) hour shift at the Motor Grader Operator rate of pay. This special upgrade compensation shall not apply to an individual assigned to these duties for training purposes.